MARCIA A. LECLERC MAYOR

# TOWN OF EAST HARTFORD

(860) 291-7270 FAX (860) 282-4857

740 Main Street
East Hartford, Connecticut 06108

PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

# TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #16-12

RE: On-Call Architectural Services

Proposals will be received at the Office of the Purchasing Agent, Town Hall, 740 Main Street, East Hartford, Connecticut, 06108 until Wednesday, November 18, 2015 at 11 a.m. at which time they will be publicly opened and recorded.

Information and Specifications are available at the above office or on the Town of East Hartford bid's website at http://www.easthartfordct.gov/bids

The right is reserved to reject any or all bids when such action is deemed to be in the best interest of the Town of East Hartford, Connecticut

Michelle A. Enman Purchasing Agent (860) 291-7271



# TOWN OF EAST HARTFORD, CONNECTICUT

#### STANDARD INSTRUCTIONS FOR BIDDERS

- 1. Sealed bid proposals will be received by the purchasing agent until the date and time on the title sheet. Bids received later than the date and time specified will not be considered and will be returned unopened.
- 2. Bids are to be returned to the Town in an envelope that clearly states the bid number. The name and address of the bidder should appear in the upper left hand corner of the envelope. **Bids will not be accepted via fax or e-mail.**
- 3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or be represented at all openings. Bid results are mailed to all responding bidders.
- 4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
- 5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
- 6. Bidders should familiarize themselves with the items and/or conditions set forth in the bid specifications. Failure by the bidder to inform himself will not be accepted as an excuse from fulfillment of the bid specifications.
- 7. All vendors doing business with the Town certify upon acceptance of a bid by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures section VIII dated 1/88. Vendor agrees to cooperate fully should the Town choose to audit this compliance.
- 8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award if not part of the original bid terms.
- 9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.
- 10. The purchasing department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to, price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.

- 11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect "see literature" will not be acceptable.
- 12. Any manufacturers names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.
- 13. The Town's competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder's financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
- 14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
- 15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
- 16. Alternate proposals will not be considered unless specifically called for in the bid.
- 17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
- 18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
- 19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
- 20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest is delinquent in tax obligations to the Town. The purchasing department will verify that no delinquent taxes are owed before any bid is awarded.
- 21. Please include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet.

22.	The bidding entity is required to provide evidence from the Connecticut Secretary State that they are in good standing and qualified to conduct business in the State Connecticut.	y of e of

# RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS (required)

### (TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

I	, Secretary of_							
(Name	of Corporation's Secretary)	(Legal name of Corporation)						
a Corporation	duly organized and operating	under the laws ofand						
		(State)						
Qualified and	ualified and authorized to do business in the State of Connecticut, DO							
HEREBY CE	RTIFY that the following is a	true, correct and accurate copy of a						
	ly adopted at a meeting of the							
Corporation, duly convened and held on, at which meeting								
•	-	Directors was present and voted in						
favor of such	Resolution. I further CERTIF	Y that such Resolution has not been						
modified, rescinded or revoked since the date on which it was enacted, and it is								
*	ull force and effect:							
	_	ers of this Corporation, or any one						
them:								
		1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0						
	•	le of Officer or Officers)						
-	to execute and deliver in the r							
-		nents to the Town of East Hartford, State of						
		ffix the Corporate Seal to such documents and to						
-	oration to such contracts, bids							
		rsigned has affixed his/her signature and the						
Corporate Sea	1 of the Corporation, this	day of						
(Affix Cornor	oto Cool Polow)							
(Allix Corpor	ate Seal Below)							
		(Typed name of Corporation's Secretary)						
		(Typed name of Corporation 5 Secretary)						
		SIGNATURE OF SECRETARY						

# Resolution for Limited Liability Company (required) (TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

The undersigned, all of the members [or, if applicable, the managing member] of				
(legal name of LLC)  A Limited Liability Company duly organized and operating under the laws and	of			
(State) qualified and authorized to do business in the State of Connecticut, DO				
HEREBY CERTIFY that the following is a true, correct and accurate copy Resolution duly adopted at a meeting of the Members of such Limited Liab Company, duly convened and held on, at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has modified, rescinded or revoked since the date on which it was enacted, and at present in full force and effect:  RESOLVED: That the following Members of this Limited Liability Cone	oility ing not been it is			
them:				
(Name and title of Members) is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Tow Hartford, State of Connecticut, and are further authorized to seal to such do bind the Limited Liability Company to such contracts, bids and other documents IN WITNESS WHEREFORE, the undersigned have executed this resolution and title of Members)	ocuments and to ments.			
Have all necessary parties sign and indicate their name and title, such as mo	ember, managing			

member etc..

Resolution for Partnership (including Limited Partnership and Limited Liability Partnership) (required)

# (TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the general																
partners, or if a Limited Liability Partnership, all of the partners) of																
							Liability Partnership) duly organized and operating under the laws of and									
qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting partners of such partnership duly convened and held on, at which meeting a duly constituted quorum o																
								he voting partners was present and voted in favor of such Resolution. We further								
								CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:								
																RESOLVED: That the following partners, or any one of
them:																
,																
(Name and title of Partners)																
is empowered to execute and deliver in the name and on behalf of this																
partnership, contracts, bids and other documents to the Town of East Hartford, State of																
Connecticut, and are further authorized to seal to such documents and to bind the																
partnership to such contracts, bids and other documents.																
IN WITNESS WHEREFORE, the undersigned have signed this resolution on, this																
day of																
(day) (month and year)																
(aug)																

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

#### **BID #16-12**

# **REQUEST FOR PROPOSAL (RFP)**

#### **FOR**

#### PROVIDING "ON-CALL" ARCHITECTURAL SERVICES

#### TO THE

#### TOWN OF EAST HARTFORD, CT

**Issued by: Grants Administration Office** 

Town of East Hartford 740 Main Street

East Hartford, CT 06108

Technical Contact: Paul O'Sullivan

**Grants Administrator** 

(860) 291-7206

Proposal Due: Wednesday, November 18, 2015@ 11 a.m.

Received by: Michelle Enman Purchasing Agent 740 Main Street

East Hartford, CT 06108

(860) 291-7270

#### TOWN OF EAST HARTFORD, CT REQUEST FOR PROPOSAL (RFP) FOR PROVIDING "ON-CALL" ARCHITECTURAL SERVICES

#### I. GENERAL INFORMATION AND BACKGROUND

The Town of East Hartford, CT is seeking multiple consulting firms (minimum of two) to provide "on-call" architectural services. It is the Town's intent to enter into contracts with qualified firms to provide services on an as-needed basis. The Town will have sole discretion as to which projects, if any, will be assigned to the consultants. The Town has separate "on-call" agreements for engineering and land surveying services and reserves the right to utilize any of these "on-call" agreements for a project. In the event the Town does utilize a different "on-call" firm for a portion of the work, the Town will supply the consultants with the necessary information required to complete the consultant's scope of service with respect to architectural services. The Town reserves the right to advertise by competitive request for proposal any project it deems appropriate. The selected consultants will be afforded the opportunity to submit proposals on any advertised RFP. All work performed under this contract shall be under the direction of an architect licensed in the State of Connecticut.

The consultants will provide and maintain project files, status reports, payment records, schedules, field books, miscellaneous correspondence, inspection reports, delivery receipts, schedules, etc.

#### II. CONTRACT MANAGEMENT

The Managing Authority for this contract will be the Grants Administration Office. The Consultants will report to the Grants Administrator or his designee.

#### III. SCOPE OF SERVICES

The selected consultants will provide comprehensive architectural services for the preparation of complete architectural drawings, specifications, contract administration, inspections, review of shop drawings and related services. In addition, the firms must have the capability to provide the Town of East Hartford with expertise in performing other functions, such as, but not limited to, preparation of permit applications, liaison functions and clerical assistance. The selected firms may also be required to provide special consultation or services through subconsultants.

#### A. Design

- 1. All preliminary plans and contract documents for projects must be submitted to the appropriate Town of East Hartford departments, including Inspection & Permits/Building Dept. for review and comment. The preliminary set of contract documents will incorporate all pertinent Town of East Hartford standard specifications. An itemized cost estimate must accompany each submission.
- 2. After final approval by the appropriate Town of East Hartford departments of all revisions to the preliminary submissions, a final set of construction drawings, specifications, construction schedules and cost estimates will be prepared. The final mylars must meet State of Connecticut filing requirements.
- 3. It is the responsibility of the on-call architects to meet steps (1) and (2) above <u>prior to</u> plans and specifications being presented to the Purchasing Department for bid solicitation.

#### **B.** Construction Administration

- The architect shall have substantial prior experience and understanding of the practices and principles required for each project. A thorough understanding and comprehension of the specifications will be mandatory.
- 2. On-site meeting minutes will be kept by the architect that will briefly summarize the meeting's discussions for each of the projects. Meetings will be held on an as-needed basis depending on the scope of the project.
- 3. The architect will maintain a safe working environment within his/her area of responsibility.
- 4. The architect will hold a semi-final inspection. A review of the project will be performed with the Town of East Hartford and a punch list of items to be corrected will be developed by the architect.
- 5. All architectural work shall be certified by an architect licensed by the State of Connecticut.

#### C. Project Management

#### 1. Fiscal Management

The Consultants will be responsible for tracking construction activities. Applications for payment will be typed and submitted to the Town of East Hartford for payment to the construction contractor. Construction contractor payment disputes relating to the construction contract will be resolved by the Consultants with final approval from the Town of East Hartford. All change orders will be submitted by the Consultants with prior acceptance by the construction contractor. The Consultants will be the negotiating agent for the Town in determining reasonable and mutually agreeable prices between the Town and the construction contractor for additional work. The Town will make the final approval for all additional work.

#### 2. Status Reports

The Consultants will report project management activities to the Town of East Hartford from time to time as shall be required. Project Management Reports will outline the activities completed, any variance from an approved plan since the previous report, and planned activities for the upcoming period.

#### 3. Project Coordination

The Consultants will coordinate his activities with those of the construction contractor, surveyors, inspectors, utility companies and others to insure conformance to project schedules. Advance notification to utility companies will be made in writing. The Consultants may be required to hold a preconstruction meeting at least two weeks prior to the start of construction. The Consultants will be required to prepare all written communication relative to the completion of the project. This will include requests for utility relocations and replies to questions from the construction contractors, town residents, and departments within the Town of East Hartford.

#### 4. Record Keeping

The Consultants shall submit copies of all project correspondence to the Managing Authority. In addition, the Consultants will maintain a duplicate set of files and a complete set of reproducible record drawings. Upon completion of the contract, the Consultants will provide the Town with all field notes, measurements, and other copies of material, including record drawings and pertinent data regarding the contract. These records shall be bound in chronological order, or as otherwise specified by the Town.

#### IV. PROPOSALS

#### A. Submission and Deadline

All proposals must be received by: Wednesday, November 18, 2015 @ 11 a.m.

Three (3) copies (one original, two copies) of the proposal shall be submitted to:

Michelle Enman Purchasing Agent 740 Main Street East Hartford, CT 06108 (860) 291-7270

Proposals shall be plainly marked on the sealed envelope:

"On-Call" Architectural Consultants.

Technical questions about this request for proposal may be directed to Paul O'Sullivan, Grants Administrator at (860) 291-7206. Bid procedure questions are to be directed to Michelle Enman, Purchasing Agent at (860) 291-7270

#### **B.** Organization and Content

- 1. General Proposal Guidelines
  - a. Letter of transmittal along with statement by the Consultant accepting all the terms and conditions contained in the RFP.
  - b. The letter of transmittal shall include general information on the firm and proposed sub-consultants, the firm brochure, experience, and a resume of key personnel. All references should be sufficiently detailed to allow the Town to contact prior clients.
  - c. The letter must include a detailed statement indicating the organizational structure under which the firm proposes to conduct business. The relations to any "parent" firm or subsidiary firm, with any of the parties concerned must be clearly defined. The names and addresses of all owners of the design firm are to be clearly indicated.

#### 2. Detailed Proposal

- a. Project Understanding: A discussion in whatever detail is necessary to demonstrate an understanding of the service required.
- b. Experience: A detailed summary of the architect's experience with similar services.
- c. Staffing Plan: An identification of staff who will be assigned to the projects, their background and experience and their areas and levels of responsibility; include resumes of all proposed project personnel.
- d. Sub-consultants: All sub-consultants proposed to be engaged by the architect for services during the term of the contract must be listed.
- e. Management Plan: Describe the project management system and how it will function to ensure the timely delivery of quality services.
- f. Service Plan: Provide a detailed, itemized plan of proposed services.
- g. Services Expected of the Town: Define the nature and scope of all services to be provided by the Town.

#### 3. Fees

- a. Proposals must include a listing of hourly rates, which will be used by the "on-call" services. See Attachment A. Proposals shall include a list of hourly rates for the following job categories. If job categories differing from this list are proposed by a Consultant, an explanation of the work to be done by the employee shall be provided. Job categories shall be: Project Architect, Job Captain, Senior Draftsperson, Draftsperson and Clerical.
- b. The proposals must include a detailed description of the proposed method for compensation.
- c. All other necessary costs, to the Town, in addition to the costs in items a., and b. above, must be clearly delineated in this proposal. Please note: the Town of East Hartford is not permitted to reimburse entities for taxes on services it incurs.

#### C. Conditions

The proposal must include a statement indicating the Consultant's willingness to adhere to the following conditions:

- 1. The Consultants must have, or must open, an office in the vicinity of East Hartford within one hundred twenty (120) days. The actual or proposed location of the office must be identified in the proposal. Vicinity is defined as fifty (50) miles, or less, as measured from Town Hall. Travel time will not be considered as a reimbursable expense.
- 2. Have personnel reserve sufficient to assure task continuity, and agree that all personnel proposed are committed for the full duration of the contract. If a change is required, the Town shall be notified and will judge whether the substitution will impair the success of the project.
- 3. Agree that all sub-consultants hired by the Consultants must be included in the credentials submitted with the proposal and must be approved by the Town of East Hartford prior to working on any project. If a change is required, the Town shall be notified and will judge whether the substitution will impair the success of the project.
- 4. Agree that all work produced under this agreement is to become the property of the Town of East Hartford and to turn over to the Town all original documents upon completion or demand.
- 5. Agree to accept management direction from the Town and specifically, the Managing Authority.
- 6. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and Town of East Hartford, including but not limited to, the following:
  - Signing of Plans by appropriate professionals licensed by the State of Connecticut
  - Civil Rights Act of 1964, as amended
  - Executive Orders Numbers 3 & 1 of the State of Connecticut
  - Federal Labor Standards (29 CFR Parts 3, 5, and 5a)
  - Davis Bacon Act, as amended (40 USC 327-330)
  - Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor regulations (20 CFR – Part 3)
  - Flood Disaster Protection Act (PL 93-291)
  - Hatch Act (Title 5 USC Chapter 15)
  - Section 504 of the Rehabilitation Act of 1973
  - Immigration Reform and Control Act of 1986

- 7. Agree that the Town reserves the right to terminate the contract by giving thirty (30) days notice with the assurance that the Consultants shall be entitled to reimbursement for any services rendered prior to Receipt of Notice of Termination.
- 8. Provide a statement that the applicant has no conflicting financial interests and is qualified to perform the service. The successful firm may represent other clients to East Hartford Boards and Commissions. The successful firm, however, may not work privately for clients on projects that are wholly or partially funded by the Town of East Hartford without the written consent of the Managing Authority.

#### V. Insurance

The successful firm shall be required to furnish evidence of the following insurance coverage within ten (10) days from notification of award. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. All renewal certificates shall be furnished at least ten (10) days prior to policy expirations.

- A. Comprehensive General Liability Insurance, including Contractual Liability Insurance, issued by an insurance company licensed to conduct business in the State of Connecticut with combined single limits of \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. All, if any, deductibles are the sole responsibility of the architect to pay and/or indemnify.
- B. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with limits not less than \$500,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 for damages because of bodily injury sustained by two or more persons as a result of any one occurrence and limits of \$250,000 for all damages because of property damage sustained as the result of any one occurrence or a \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the Architect to pay and/or indemnify.
- C. Professional Liability Insurance: issued on an occurrence basis; for the term of the contract with a \$1,000,000 Combined Single Limit; or, Professional Liability Insurance: issued on a claims-made basis and extended for two years following completion date, with \$500,000 Combined Single Limit.
- D. Workers Compensation Insurance in accordance with Connecticut State Statutes.
- E. A Certificate of Insurance, evidencing coverage's A-D must be forwarded to the Town's Risk Manager within ten (10) days from notification of the award.

The Town of East Hartford, its agents, officials, employees and volunteers must be named as an Additional Insured for claims arising out of the consultant's performance of the contract herein. An Additional Insured endorsement must also be submitted with the Certificate of Insurance. This provision is required for: A. Comprehensive General Liability only.

F. Each coverage named above shall provide not less than a thirty (30) day notice of cancellation to the Town of East Hartford.

#### VI. EQUAL OPPORTUNITY EMPLOYER

In order for a firm to be considered for business with the Town of East Hartford, that firm must be an Equal Opportunity Employer.

#### VII. TAX STATUS

The Town will not award a bid if delinquent taxes are owed to the Town. Bidders' tax liability shall be current before an award can be finalized.

#### VIII. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS

Information may be provided to responsible respondents who anticipate submitting a proposal for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

#### IX. DURATION OF CONTRACT / LIMIT TO FEES

- A. The agreement for "on-call" services will expire three (3) years from the date of contract signing with an option to extend by mutual written agreement of both parties for two (2) one-year increments. In no event will the contract exceed a total period of five (5) years. Town reserves the right to negotiate contract fees at the time of a renewal.
- B. The contract shall be limited to fees not exceeding \$100,000 over the period of the entire contract of not more than five years, whichever comes first. Per Town Ordinance 10-6(a).

#### X. SELECTION PROCEDURE

A. All proposals submitted in response to this RFP will be reviewed against criteria listed in Section XI and award of contract shall be made in accordance with the Town's purchasing procedures.

- B. A semifinal selection of three Architectural firms responding to this RFP may be invited to interview with and make a detailed presentation to the Selection Committee. You will be notified of the location and time of the interview at a later date.
- C. A Selection Committee will assist the Managing Authority in selecting an architect to provide the requested services.
- D. The Town intends to award a contract to the most responsible bidder or to the bidder whose proposal is determined to be in the best interest of the Town. The Town reserves the right to reject or modify any proposal or parts thereof for any reason, to negotiate changes to the proposal terms, and to waive minor inconsistencies within this RFP.

#### XI. CRITERIA FOR SELECTION

Proposals will be evaluated in accordance with the following criteria:

- A. Architect's understanding of the services required and ability to handle a wide variety of projects.
- B. Architect's proposed method of assuring the achievement of acceptable performance of work.
- C. Availability and competence of personnel proposed for the project.
- D. The nature of the Architect's project management approach.
- E. The background and experience of the firm in providing similar services.
- F. Demonstrated ability to respond to the need for design services in a timely manner.
- G. Competitiveness of proposed fees and costs. Respondents are required to complete and return Attachment A (Fee Schedule).
- H. Positive references by clients having received similar services.

ATTACHMENT A – HOURLY FEE SCHEDULE IS THE NEXT AND LAST PAGE OF THIS RFP

# ATTACHMENT A

#### **HOURLY FEE SCHEDULE**

NAME OF ARCHITECTURAL FIRM:		
-		

# Please indicate your firm's hourly fees over the three-year period of the contract. If fees will remain the same, please make a statement to that effect.

JOB CATEGORY	YEAR 1	YEAR 2	YEAR 3
Project Architect			
Job Captain			
Senior Draftsperson			
Draftsperson			
Clerical			
Other (A):			
Other (B):			

<u>Additional fees</u>: Indicate additional costs to be considered such as general overhead charges, sub-contractors fees, and costs for printing. Please be aware that reimbursement to architectural firms for items such as printing costs by outside vendors cannot include tax charges.

#### **RETURN THIS PAGE WITH YOUR BID OFFER**

# **LAST PAGE OF RFP**